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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

L.C., a minor by and through her
guardian *ad litem* Maria Cadena,
individually and as successor-in-interest
to Hector Puga; I.H., a minor by and
through his guardian *ad litem* Jasmine
Hernandez, individually and as
successor-in-interest to Hector Puga;
A.L., a minor by and through her
guardian *ad litem* Lydia Lopez,
individually and as successor-in-interest
to Hector Puga; and ANTONIA
SALAS UBALDO, individually;

Plaintiffs,

vs.

STATE OF CALIFORNIA; COUNTY
OF SAN BERNARDINO; S.S.C., a
nominal defendant; ISIAH KEE;
MICHAEL BLACKWOOD;
BERNARDO RUBALCAVA;
ROBERT VACCARI; JAKE ADAMS;
and DOES 6-10, inclusive,

Defendants.

Case No. 5:22-cv-00949-KK-SHK

Honorable Kenly Kiya Kato

**DECLARATION OF HANG D. LE IN
SUPPORT OF AMENDED *EX*
PARTE APPLICATION FOR
APPROVAL OF COMPROMISE OF
THE MINOR PLAINTIFFS AND
NOMINAL DEFENDANT'S CLAIMS**

DECLARATION OF HANG D. LE

I, Hang D. Le, hereby declare as follows:

1. I am an attorney duly licensed to practice law in the United States District Court for the Central District of California. I am one of the attorneys of record for the Plaintiffs and Nominal Defendant in this action. I have personal knowledge of the matters stated herein and would and could testify competently thereto if called. I make this declaration in support of Plaintiffs' and Nominal Defendant's *ex parte* application for approval of the compromise of Plaintiffs L.C., by and through her guardian ad litem Maria Cadena, I.H., by and through his guardian ad litem Jasmine Hernandez, and A.L., by and through her guardian ad litem Lidia Lopez, individually and as successors in interest to Hector Puga, deceased hereinafter ("Decedent"), ("Minor Plaintiffs") and Nominal Defendant S.S.C, by and through her guardian Linda Rangel.

2. Defendants State of California, Isaiah Kee, Bernardo Rubalcava, and Michael Blackwood's ("State Defendants") are represented by:

Rob Bonta
Attorney General of California
Norman D. Morrison
Supervising Deputy Attorney General
Diana Esquivel
Deputy Attorney General
1300 I Street, Suite 125
P.O. Box 944255
Sacramento, CA 94244-2550
Telephone: (916) 210-7320
Facsimile: (916) 322-8288
Diana.Esquivel@doj.ca.gov

3. Defendants County of San Bernardino, Robert Vaccari and Jake Adams's ("County Defendants") are represented by:

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Shannon L. Gustafson (SBN 228856)
sgustafson@lynberg.com
Amy R. Margolies (SBN 283471)
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1100 W. Town & Country Road, Suite #1450
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(714) 937-1003 Facsimile

4. On August 8, 2025, I e-mailed a copy of this instant amended *ex parte* application for approval of the compromise of Minor Plaintiffs and Nominal Defendants' claims, along with the accompanying proposed order and declarations and exhibits, to defense counsel at Diana.Esquivel@doj.ca.gov, sgustafson@lynberg.com, and amargolies@lynberg.com and informed counsel that I intended to file this amended *ex parte* application on August 11, 2025. County Defendants previously filed a Notice of Non-Opposition to Plaintiffs' and Nominal Defendant's Ex Parte Application seeking approval of the compromise of their claims. (*See* Dkt. No. 200). State Defendants previously opposed the same Ex Parte Application due to issues regarding the language of the Qualified Assignment and Release for the minors' annuities and the request for additional language to be added to the proposed order and annuity attachments. (*See* Dkt. No. 203). State Defendants, Plaintiffs, and Nominal Defendants have resolved these issues. "Slide language" to account for the possibility that CHP may not be able to fund the annuities on time and to avoid having to burden the court with additional requests for an amended order have been added to the proposed order and annuity attachments. State Defendants do not oppose this Amended Ex Parte Application for Approval of the Compromise of the Minor Plaintiffs and Nominal Defendants' Claims.

1 5. Plaintiffs and Nominal Defendant initially sought approval of Minor
2 Plaintiffs and Nominal Defendant's compromises on an *ex parte* basis because
3 Minor Plaintiffs and Nominal Defendant's respective guardians, after consulting
4 with an annuity broker, have chosen annuities for which the interest rate may expire
5 if their petition was heard as a regularly-noticed motion and filing an application for
6 approval of Minor Plaintiffs and Nominal Defendant's claims as a regularly-noticed
7 motion could have caused a decrease in payment benefits to Minor Plaintiffs and
8 Nominal Defendant. State Defendants have represented that they may not be able to
9 fund Minor Plaintiffs and Nominal Defendants' selected annuities in time before the
10 rates expire and thus, the parties have now agreed to include "slide language" into
11 the amended Proposed Order and attachments to reflect the possible delay and to
12 avoid having to burden to Court with additional requests for approval should a delay
13 occur and new annuity selections need to be made. Additionally, the attorneys for
14 State Defendants and Plaintiffs and Nominal Defendants have reached an agreement
15 on the Qualified Assignment and Release such that State Defendants do not object
16 to this Amended Application. Plaintiffs are filing this *amended ex parte* and
17 respectfully requests that this Court still consider Plaintiffs' application for approval
18 of the compromise of Minor Plaintiffs and Nominal Defendant's claims on an *ex*
19 *parte* basis in order to give State Defendants ample time to process all paperwork
20 necessary to try fund the currently selected annuities before the rates expire.

21 6. The settlement agreement between County Defendants and Plaintiffs
22 obligates County Defendants to pay Plaintiffs \$250,000. Plaintiffs and Nominal
23 Defendant have agreed to split the settlement sum from County Defendants as
24 follows: \$50,000 to Plaintiff L.C. and her attorneys; \$50,000 to Plaintiff I.H. and his
25 attorneys; \$50,000 to Plaintiff A.L. and her attorneys; \$50,000 to Plaintiff Antonia
26 Salas Ubaldo and her attorneys; \$50,000 to Nominal Defendant S.S.C. and her
27 attorneys.
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1 7. The settlement agreement between State Defendants and Minor
2 Plaintiffs obligates State Defendants to pay Minor Plaintiffs \$340,000. Minor
3 Plaintiffs and Nominal Defendants have agreed to split the settlement sum from
4 State Defendants as follows: \$85,000 to Plaintiff L.C. and her attorneys; \$85,000 to
5 Plaintiff I.H. and his attorneys; \$85,000 to Plaintiff A.L. and her attorneys; \$85,000
6 to Nominal Defendant S.S.C and her attorneys.

7 8. The nature of Minor Plaintiffs and Nominal Defendant's claims in this
8 lawsuit are set forth in the operative complaint filed in this action. Pursuant to the
9 settlement agreements, Minor Plaintiffs and Nominal Defendant's claims will be
10 compromised without a trial on the merits of the claims.

11 9. Minor Plaintiffs and Nominal Defendant's damages in this case arise
12 from: (1) the injuries suffered by Decedent, for which Minor Plaintiffs and Nominal
13 Defendant can recover damages as the successors in interest; and (2) Minor
14 Plaintiffs and Nominal Defendant's individual loss of Decedent's comfort, care,
15 companionship, training, support, and guidance.

16 10. The total gross settlement amount the Minor Plaintiffs and Nominal
17 Defendant will be getting from County Defendants and State Defendants combined
18 is as follows: \$135,000 to Plaintiff L.C. and her attorneys; \$135,000 to Plaintiff I.H.
19 and his attorneys; \$135,000 to Plaintiff A.L. and her attorneys; and \$135,000 to
20 Nominal Defendant S.S.C. and her attorneys.

21 11. Plaintiffs' and Nominal Defendant's attorneys—the Law Offices of
22 Dale K. Galipo—are requesting attorneys' fees in the amount of forty (40) percent
23 of the \$135,000 in gross settlement proceeds allocated to Plaintiff L.C., which is
24 \$54,000; forty (40) percent of the \$135,000 in gross settlement proceeds allocated to
25 Plaintiff I.H., which is \$54,000; forty (40) percent of the \$135,000 in gross
26 settlement proceeds allocated to Plaintiff A.L., which is \$54,000; and forty (40)
27 percent of the \$135,000 in gross settlement proceeds allocated to Nominal
28 Defendant S.S.C., which is \$54,000. The contingency retainer agreement between

1 Minor Plaintiffs' respective guardian ad litem and Nominal Defendant's guardian
2 and Plaintiffs' attorneys provide for a forty (40) percent contingency fee.

3 12. Plaintiffs' and Nominal Defendant's attorneys are also requesting
4 reimbursement of advanced litigation costs in the total amount of \$21,027.80. The
5 costs will be split among the Plaintiffs and Nominal Defendant on a *pro rata* basis
6 with their gross settlement allocation, such that Plaintiffs' and Nominal Defendant's
7 attorneys are requesting \$4,836.39 in costs from the gross settlement proceeds
8 allocated to Minor Plaintiff L.C., \$4,836.39 in costs from the gross settlement
9 proceeds allocated to Minor Plaintiff I.H., \$4,836.39 in costs from the gross
10 settlement proceeds allocated to Minor Plaintiff A.L., and \$4,836.39 in costs from
11 the gross settlement proceeds allocated to Nominal Defendant S.S.C. Thus, the total
12 amount Plaintiffs' and Nominal Defendant's attorneys seek in reimbursement for
13 advanced litigation costs from Minor Plaintiffs and Nominal Defendant is
14 \$19,342.56.

15 13. These are the amounts that the Law Offices of Dale K. Galipo would be
16 due under the existing contingency fee retainer agreements. This case involved a
17 substantial amount of risk. If Plaintiffs and Nominal Defendant had prevailed at
18 trial, statutory attorneys' fees due to Plaintiffs' and Nominal Defendant's attorneys
19 under the retainer agreements could have exceeded \$1 million. If the Law Offices of
20 Dale K. Galipo is not awarded a fully compensatory fee in such cases, it would not
21 be able to take them. In turn, minor litigants such as Minor Plaintiffs and Nominal
22 Defendant would not be able to attract competent counsel who could achieve similar
23 results. Accordingly, Plaintiffs' and Nominal Defendant's attorneys request
24 reimbursement the full amount of their attorneys' fees and costs.

25 14. The share of these gross settlement proceeds apportioned for Minor
26 Plaintiff L.C. and her attorneys is \$135,000. After deducting requested attorneys'
27 fees of \$54,000 and advanced costs in the amount of \$4,836.39, the total net
28 settlement proceeds to Minor Plaintiff L.C. is \$76,163.61. The share of the gross

1 settlement proceeds apportioned for Minor Plaintiff I.H. and his attorneys is
2 \$135,000. After deducting requested attorneys' fees of \$54,000 and advanced costs
3 in the amount of \$4,836.39, the total net settlement proceeds to Minor Plaintiff I.H.
4 is \$76,163.61. The share of the gross settlement proceeds apportioned for Minor
5 Plaintiff A.L. and her attorneys is \$135,000. After deducting requested attorneys'
6 fees of \$54,000 and advanced costs in the amount of \$4,836.39, the total net
7 settlement proceeds to Minor Plaintiff A.L. is \$76,163.61. The share of the gross
8 settlement proceeds apportioned for Nominal Defendant S.S.C. and her attorneys is
9 \$135,000. After deducting requested attorneys' fees of \$54,000 and advanced costs
10 in the amount of \$4,836.39, the total net settlement proceeds to Nominal Defendant
11 S.S.C. is \$76,163.61.

12 15. It is requested that \$76,163.61 be used to fund a structured settlement
13 annuity for Minor Plaintiff L.C. As part of the structured settlement, Petitioner
14 Maria Cadena requests a lump sum payment on February 1, 2026. This payment
15 would be used solely for L.C.'s care and benefit, including for the following
16 purposes: assisting in the purchase of clothes and school supplies, assisting in
17 school-related costs, and assisting in costs of extracurricular activities. Attached as
18 "**Exhibit A**" to the Declaration of Hang D. Le is the proposed structured annuity for
19 Minor Plaintiff L.C., which is incorporated herein by reference. The proposed
20 annuity and disbursement schedule set forth in "Exhibit A" provides for a lump sum
21 payment of \$7,000 on February 1, 2026 to L.C.'s guardian ad litem and legal
22 guardian Maria Cadena. The total amount Plaintiff L.C. will receive after final
23 payment is made directly to her is \$122,467.77.

24 16. It is requested that \$76,163.61 be used to fund a structured settlement
25 annuity for Minor Plaintiff I.H. As part of the structured settlement, Petitioner
26 Jasmine Hernandez requests a lump sum payment on February 1, 2026. This
27 payment would be used solely for I.H.'s care and benefit, including for the
28 following purposes: assisting in the purchase of clothes and school supplies,

1 assisting in school-related costs, and assisting in costs of childcare. Attached as
2 “**Exhibit B**” to the Declaration of Hang D. Le is the proposed structured annuity for
3 Minor Plaintiff I.H., which is incorporated herein by reference. The proposed
4 annuity and disbursement schedule set forth in “Exhibit B” provides for a lump sum
5 payment of \$8,500 on February 1, 2026 to I.H.’s guardian ad litem and legal
6 guardian Jasmine Hernandez. The total amount Plaintiff I.H. will receive after final
7 payment is made directly to him is \$168,381.74.

8 17. It is requested that \$76,163.61 be used to fund a structured settlement
9 annuity for Minor Plaintiff A.L. As part of the structured settlement, Petitioner Lidia
10 Lopez requests a lump sum payment on February 1, 2026. This payment would be
11 used solely for A.L.’s care and benefit, including for the following purposes:
12 assisting in the purchase of clothes and school supplies, assisting in school-related
13 costs, and assisting in costs of childcare. Attached as “**Exhibit C**” to the Declaration
14 of Hang D. Le is the proposed structured annuity for Minor Plaintiff A.L., which is
15 incorporated herein by reference. The proposed annuity and disbursement schedule
16 set forth in “Exhibit C” provides for a lump sum payment of \$10,000 on February 1,
17 2026 to A.L.’s guardian ad litem and legal guardian Lidia Lopez. The total amount
18 Plaintiff A.L. will receive after final payment is made directly to her is \$178,677.81.

19 18. It is requested that \$76,163.61 be used to fund a structured settlement
20 annuity for Nominal Defendant S.S.C. Attached as “**Exhibit D**” to the Declaration
21 of Hang D. Le is the proposed structured annuity for Nominal Defendant S.S.C.,
22 which is incorporated herein by reference. The total amount Plaintiff L.C. will
23 receive after final payment is made directly to her is \$185,296.74.

24 19. This motion does not seek an order for payment of money to a special
25 needs trust.

26 20. This application was prepared by attorney Hang D. Le (California State
27 Bar Number 293450), of the Law Offices of Dale K. Galipo, located at 21800
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1 Burbank Boulevard, Suite 310, Woodland Hills, California, which represents which
2 represents all Plaintiffs and Nominal Defendant in this action.

3 21. The Law Offices of Dale K. Galipo did not become concerned with this
4 matter at the instance of any party against whom the claim of said minors are
5 asserted.

6 22. The Law Offices of Dale K. Galipo represent Plaintiffs L.C., I.H., A.L.,
7 and Antonia Salas Ubaldo and Nominal Defendant S.S.C. in this matter but are not
8 employed by any other party or any insurance carrier involved in the matter.

9 23. The Law Offices of Dale K. Galipo have not to date received any
10 compensation for their services in connection herewith from any person.

11 24. In addition to receiving compensation from Minor Plaintiffs and
12 Nominal Defendant's share of the settlement, Plaintiffs' and Nominal Defendant's
13 attorneys expect to receive compensation for their services in connection herewith
14 from the gross settlement proceeds allocated to the remaining adult plaintiff as
15 follows: Plaintiffs' and Nominal Defendant's attorneys will receive \$20,000 in
16 attorneys' fees and \$1,682.24 in reimbursement of advanced litigation costs from
17 Antonia Salas Ubaldo's portion of the settlement.

18 25. The Law Offices of Dale K. Galipo accepted this engagement for a
19 contingency fee, plus reimbursement for any costs advanced. The retainer agreement
20 provides for a 40 percent attorney fee recovery if any recovery is made after
21 commencement of a lawsuit.

22 26. Attached hereto as "**Exhibit E**" is a group of documents from MetLife,
23 Inc., including the ratings and sample guarantee.

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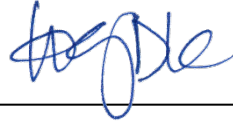
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1 I declare under penalty of perjury that the foregoing is true and correct, and
2 that this was executed this 11th day of August 2025 at Woodland Hills, California.

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4 A handwritten signature in blue ink, appearing to read 'Hang D. Le', is written over a horizontal line.

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6 Hang D. Le
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